



USAID
FROM THE AMERICAN PEOPLE

PAKISTAN

Issuance date: Sep 10, 2021
Closing date for Questions: Sep 13, 2021
Closing date to receive Proposals: Sep 20, 2021

SUBJECT: Request for Quotation Number: 72039121Q00011

TITLE: CAREER TRANSITION SUPPORT SERVICES

Dear Prospective Bidders,

The United States Government, represented by the U.S. Agency for International Development (USAID), is soliciting proposal for career transition support services, detailed in the Statement of Work under Section A.

The type of the purchase order is anticipated to be firm fixed price. Proposals will be evaluated based on the criteria described in Section D, and the award will be made to the offeror whose proposal offers the best value to the U.S. government, considering cost and technical factors. This purchase order may also be awarded based on the initial offers without negotiations; therefore, the offeror's initial quote should contain the best terms from a cost and technical standpoint.

Any questions regarding this solicitation shall only be submitted by the date shown above. Proposals should be sent via email to pakistanprocurement@usaid.gov by the closing date. Issuance of this solicitation does not constitute an award commitment on the part of the US Government, nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. The Government reserves the right not to make an award.

Sincerely,

Sd/---

Susan Cheung
Contracting Officer

Enclosure:
Solicitation # 72039121Q00011

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 29	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 72039121000011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Summia Rafique		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 09/20/2021 1400 E	
9. ISSUED BY USAID/Pakistan 00000		CODE 720391		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> SMALL BUSINESS PROGRAM <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 611430 <input type="checkbox"/> 8(A) SIZE STANDARD: \$12.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO USAID/Pakistan c/o U.S. Embassy Diplomatic Enclave Ramna 5 Islamabad, Pakistan		CODE PAKISTAN		16. ADMINISTERED BY Not Applicable		CODE N/A	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	RFQ FOR CAREER TRANSITION SUPPORT SERVICES FOR USAID PAKISTAN. THE QUOTATION SHOULD BE SUPPORTED WITH DEMONSTRABLE TECHNICAL AND FINANCIAL POTENTIAL WITH SUPPORTING DOCUMENTS AS DESCRIBED IN SECTION-C INSTRUCTIONS TO OFFERORS. PERIOD OF PERFORMANCE WILL BE A TOTAL OF EIGHTEEN MONTHS (18) STARTING FROM APRIL 01, 2022 TO SEP (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				SUSAN CHEUNG		9/10/21	

9/10/21.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>30,2023.</p> <p>PLEASE SEND YOUR TECHNICAL AND FINANCIAL PROPOSALS SEPARATELY, THROUGH EMAIL NOTED BELOW. TECHNICAL PROPOSAL SHOULD NOT CONTAIN FINANCIAL ASPECT.</p> <p>NOTE: THE PROPOSAL SHOULD ONLY CONTAIN TWO FILES, ONE TECHNICAL AND ONE FINANCIAL. USAID WILL NOT CONSIDER ANY THIRD OR MORE FILE(S) SUPPORTED TO TECHNICAL QUOTATION.</p> <p>IF YOU HAVE QUESTIONS REGARDING THE RFQ AND/OR THE STATEMENT OF WORK, PLEASE EMAIL IT TO PAKISTANPROCUREMENT@USAID.GOV BY SEP 13,2021, WHICH WILL BE ANSWERED VIA EMAIL.</p> <p>QUOTATION SUBMISSION DATE: LAST DATE TO SUBMIT THE QUOTATION IS SEP 20, 2021 NO QUOTATION WILL BE ACCEPTED RECEIVED AFTER THE DUE DATE.</p> <p>NOTE: PLEASE SEND YOUR PROPOSALS/QUOTATIONS TO THE EMAIL ADDRESS: PAKISTANPROCUREMENT@USAID.GOV</p> <p>USAID PAKISTAN'S TAX EXEMPTION STATUS IN PAKISTAN</p> <p>THERE IS A BILATERAL AGREEMENT IN PLACE EXEMPTING USAID-FINANCED ACTIVITIES FROM TAXES. THE CONTRACTOR WILL BE REQUIRED TO FOLLOW THE TAX</p> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
72039121Q00011PAGE OF
3 29

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	EXEMPTION PROCESS PROVIDED BY USAID/PAKISTAN TO OBTAIN TAX EXEMPTION. THIS PROCESS WILL ALSO SERVE AS DOCUMENTING THE CONTRACTOR'S BEST EFFORT IN OBTAINING TAX EXEMPTION. IF THE CONTRACTOR IS UNABLE TO OBTAIN TAX EXEMPTION, THE CONTRACTOR WILL REQUEST FOR CONTRACTING OFFICER DETERMINATION ON ALLOWABILITY OF COST ON A CASE-TO-CASE BASIS. (Option Line Item)				



USAID | PAKISTAN

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SECTION A-STATEMENT OF WORK (SOW)

Title: Career Transition Support Services

I. SCOPE

The selected vendor will be responsible for delivering individualized career and skills assessment, career counseling, job search skills and strategies, and job search and placement assistance to client-employees. The Vendor will also arrange for group sessions, specifically on resume preparation, interview skills, etc. which are outlined in further sections of this SOW.

Specific deliverables will be listed in the technical specifications/services & deliverables sections of this SOW. The selected vendor will coordinate its activities with the USAID Point of Contact (PoC), whose name will be provided at the time of award of the purchase order.

II. OBJECTIVES

To optimize career transitions of client-employees, assisting and enabling them in securing positions that match their skills and career objectives by improving their job-search skills, increasing their competitiveness in the job market, and identifying potential job opportunities.

III. BACKGROUND

The United States Agency for International Development (USAID) Mission in Pakistan, seeks proposals from qualified outplacement firms to provide a broad range of outplacement, career transition and individualized job search and services up to or approximately 155 USAID employees working in the area of international development (hereinafter referred to as "client-employees"). The client-employees are mainly located in Islamabad and others also are located in Karachi, Lahore, and Peshawar. The outplacement services should be available in English and should focus on the local job market and, where applicable and to the extent feasible, the international job market.

For the purpose of better knowing the current client-employees, their skills and qualifications encompass the following technical and/or functional areas:

1. Public Health
2. Education
3. Economic Growth
4. Energy
5. Agriculture
6. Democracy, Governance and Resilience
7. Infrastructure and Engineering
8. Administrative Support
9. Financial Management
10. Procurement and Contract Management
11. Human Resource Management
12. Program/Project Management
13. Project Design
14. Monitoring and Evaluation
15. IT and computer systems
16. Logistics Specialists

In addition to their technical expertise and experience, their key qualifications include fluency in both English and Urdu, the ability to handle sensitive issues with the utmost discretion, and the ability to work efficiently under stressful circumstances. A complete list of names along with positions and qualifications will be provided when a contract is executed for the services described herein.

IV. TECHNICAL SPECIFICATIONS/SERVICES & DELIVERABLES

The Vendor shall deliver specific, customized services to address the client-employee needs outlined below. The specific activities listed are illustrative and interested offerors may propose other services in addition to or in lieu of those enumerated below, provided they describe why and/or how such services will contribute to the objective of this work.

A. Initial Requirements

(i) Within five (5) business days of contract award, the Vendor shall initiate and conduct a planning meeting with PoC and/or his/her designee(s) to establish and finalize a work plan for these services.

(ii) Within thirty (30) calendar days of contract award, the Vendor shall provide a presentation to client-employees and others to present and explain its work plan and kick off the program for client-employees. This presentation session must be coordinated

in advance with the PoC and will be conducted at a designated location and the method of delivery (e.g., in-person, remote, etc.) to be informed later.

B. Individualized Services (One-to-One Sessions)

- a. **Career Assessment.** Identify and assess the skills, career objectives, interests, career values, and other relevant factors for each client-employee. This information should be used in providing relevant outplacement services and job placement assistance to each client-employee.
- b. **Advice on job potential and opportunities in sectors of interest for employees.** This would include advice to each employee on the current job market and on job-search strategies relevant to his/her career objectives and skills.
- c. **Job transition planning.** Based on the outcome of the assessments of the employee's career objectives and the relevant job market, the Vendor shall develop individualized job transition plans for each interested client-employee. The purpose of the plans is to establish a road map for individual job search strategy. A typical job transition plan would, for example, identify a potential career direction and alternatives, set realistic career goals, and identify opportunities to build skills through additional training. Job search plans may be modified as appropriate based on client-employee needs.
- d. **Individualized, one-on-one job coaching** on interviewing techniques in English and where possible Urdu, effective job search skills, further counseling on CV/resume/cover letter preparation and customization, salary negotiation, and any other appropriate knowledge or skills training to facilitate effective career and job transitioning. The Vendor will also coach client-employees on using social media tools to network and enhance their job search strategies and approaches. The Mission envisions that each client-employee will be assigned to one or more designated career counselor(s)/coach(es).
- e. **Individualized job hunting/placement assistance** to assist employees in identifying and pursuing actual external employment opportunities. Job hunting/placement services assume a thorough knowledge of the job market, including contact with an extensive network of employers and recruitment agencies. Job hunting/placement includes access to relevant vacancy announcements and sharing with qualified client-employees, distributing application materials of client-employees to potential employers and agencies, as appropriate, providing guidance to employees on job-specific search and application techniques, and assisting with follow up and advocacy on behalf of the applicants, upon request. In addition to individual placement assistance, the Vendor may also include client-employee resumes in collections of resumes (resume books) sent to potential

employers.

- f. **Timely access to career and job transition resources and assistance.** The Vendor shall provide up-to-date web-based resources on creating online profiles and applications, job search skills, negotiation techniques, regularly updated job vacancies, and salary information for both local and international labor markets. In addition, the Vendor must ensure support via telephone to client-employees. The Vendor is also expected to provide client-employees with job announcements via email. Such email announcements shall be tailored to specific skill sets and/or client-employee objectives.

C. Group Services

(i) **Group training sessions on job search skills.** USAID/Pakistan also seeks proposals for group training sessions in areas where group sessions might be appropriate, including but not limited to:

- 1) Interviewing and Negotiation Skills
- 2) Resume Writing and Cover Letter Development and Writing
- 3) Job Search Methods and Strategy (Online & Traditional Methods)
- 4) Dealing with Change Management & Career Transition

The Vendor will submit their group training proposal on the frequency of the training to be delivered, number of participants for each group training, and method of delivery (e.g., remote, in-person, combination, etc.) to be noted in the work plan.

Group training would be supplemented by the individual coaching that targets the needs of individual client-employees. These group training sessions should address broad needs identified in the Vendor's assessment of the client-employees in the early stages of the program and should be determined and scheduled in consultation with the PoC.

(ii) **Other Group Programs.** Offerors may recommend other group programs they feel might be beneficial to client-employees. For example, meetings to discuss job search strategies, sectors of the job market, specific employers, etc.

D. Other Deliverables

Maintain updated resume books, online applications or other such aggregate products to distribute to potential employers (e.g., at job fairs, among the Vendor's existing and former clients in its network, etc.).

The Vendor shall meet on an as-needed basis with the personnel designated by the PoC and others as requested to discuss program implementation.

Once a contract is entered into, modifications to work requirements must be approved by the PoC and may relate to the specific needs of some or all of the client-employees for whom these services are sought.

A detailed schedule of deliverables will be finalized subject to timelines determined by the Mission in consultation with the vendor who will provide this as part of expected deliverables and to be included in the Final Report.

E. Reports

The selected Vendor will report directly to the PoC.

(i) Finalize work plan within thirty calendar days of contract award as referred under Section IV-A(ii).

(ii) Monthly Reports. The Vendor shall submit reports to the PoC on a monthly basis listing the workshops and/or sessions performed, along with proof of attendance by participating client-employees, e.g., attendance sheets with the signatures.

(iii) Final Report. In its final report due two weeks prior to end of period of performance, the Vendor shall submit a detailed list of all deliverables (e.g., individualized job transition plans for each client-employee) provided to the local staff members and its assessment of the success for each client-employee and their respective career transition.

V. RELATIONSHIP AND RESPONSIBILITIES

a. Place of Performance

The Place of Performance is Pakistan which is the method of delivery (e.g., remote, in-person, combination, etc.) for the services to be provided determined during the initial discussion as referred in Section IV-A(i).

b. Period of Performance

The period of performance is April 1, 2022, to September 30, 2023 (18 months).

c. Level of Effort

Level of effort to be proposed by the vendor.

d. Price, Paying Office & Payment Terms

Final price to be negotiated with the vendor.

The Office of Financial Management, USAID/Pakistan will serve as the paying office for this Purchase Order:

USAID/Pakistan

Office of Financial Management

U.S. Embassy, Diplomatic Enclave, Ramna 5, Islamabad, Pakistan

One (1) original invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personnel to the paying office. The Contractor must email payment voucher at PakistanAccountsPay@usaid.gov. If invoices are submitted electronically, a paper copy is not required. A copy of the SF-1034 is available at <http://www.gsa.gov/portal/forms/type/SF>.

A request for payment is not considered properly submitted unless the claim (SF 1034) has been properly prepared and is accompanied by all required supporting documentation.

Payment will be made per the Contract terms, in PAK Rupees for local vendor or in USD for international vendor after acceptance of the Contract deliverable by the PoC. The Contractor shall simultaneously forward a copy of the signed voucher, supporting documents and invoice to PakistanAccountsPay@usaid.gov.

USAID Pakistan will do quarterly payments upon receipt and acceptance of the services as confirmed by the PoC.

SECTION – B – TERMS AND CONDITIONS

NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2, with same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their text available. Also, the full text of a clause may be accessed electronically at this address:<http://farsite.hill.af.mil/vffara.htm>

CONTRACT CLAUSES

52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009	(JUN 2010)
52.204-2	Security Requirements.	(AUG 1996)
52.204-9	Personal Identity Verification of Contractor Personnel.	(JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	(OCT 2016)
52.204-12	Unique Entity Identifier Maintenance.	
52.204-13	System for Award Management Maintenance.	(OCT 2016)
52.207-5	Option to Purchase Equipment.	(FEB 1995)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services.	(MAY 2014)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	(JUL 2013)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.	(NOV 2015)
52.211-5	Material Requirements.	(AUG 2000)
52.215-2	Audit and Records - Negotiation. (OCT 2010) -- Alternate I	(MAR 2009)
52.222-12	Contract Termination - Debarment.	(MAY 2014)
52.222-15	Certification of Eligibility.	(MAY 2014)
52.222-19	Child Labor - Cooperation with Authorities and Remedies.	(JAN 2018)
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.	(MAY 2014)
52.222-26	Equal Opportunity.	(SEP 2016)
52.222-26	Equal Opportunity. (SEP 2016) - Alternate I	(FEB 1999)
52.223-3	Hazardous Material Identification and Material Safety Data.	(JAN 1997)
52.223-3	Hazardous Material Identification and Material Safety Data. (Alternate I)	(JAN 1997)
52.223-6	Drug-Free Workplace.	(MAY 2001)

52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	(JUN 2016)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving.	(AUG 2011)
52.225-1	Buy American - Supplies.	(MAY 2014)
52.232-1	Payments.	(APR 1984)
52.232-18	Availability of Funds.	(APR 1984)
52.232-25	Prompt Payment.	(JAN 2017)
52.243-1	Changes - Fixed-Price.	(AUG 1987)
52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate I	(APR 1984)
52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate II	(APR 1984)
52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate IV	(APR 1984)
52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate V	(APR 1984)
52.244-6	Subcontracts for Commercial Items.	(NOV 2017)
52.245-1	Government Property.	(JAN 2017)
52.247-21	Contractor Liability for Personal Injury and/or Property Damage.	(APR 1984)
52.247-23	Contractor Liability for Loss of and/or Damage to Household Goods.	(JAN 1991)
52.247-25	Government-Furnished Equipment with or Without Operators.	(APR 1984)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	(APR 1984)
52.249-14	Excusable Delays.	(APR 1984)
52.222-36	Equal Opportunity for Workers with Disabilities.	(JUL 2014)

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-50 Combating Trafficking in Persons. (MAR 2015)

a. Definitions. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

1. Threats of serious harm to or physical restraint against any person;
2. Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
3. The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means-

1. Any item of supply (including construction material) that is-
 1. A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 2. Sold in substantial quantities in the commercial marketplace; and
 3. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
2. Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

1. By threats of serious harm to, or physical restraint against, that person or another person;
2. By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
3. By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

1. Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
2. The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means-

1. Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
2. The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

b. Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

1. Engage in severe forms of trafficking in persons during the period of performance of the contract;
2. Procure commercial sex acts during the period of performance of the contract;
3. Use forced labor in the performance of the contract;
4. Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

6. Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

1. For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

B. For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

ii. The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

1. Legally permitted to remain in the country of employment and who chooses to do so; or

2. Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation.

iii. The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

8. Provide or arrange housing that fails to meet the host country housing and safety standards; or

9. If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

c. Contractor requirements.

The Contractor shall-

1. Notify its employees and agents of-

i. The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

ii. The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

2. Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

d. Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

i. Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

ii. Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

e. Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

1. Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

2. Requiring the Contractor to terminate a subcontract;

3. Suspension of contract payments until the Contractor has taken appropriate remedial action;

4. Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

5. Declining to exercise available options under the contract;

6. Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

7. Suspension or debarment.

f. Mitigating and aggravating factors.

When determining remedies, the Contracting Officer may consider the following:

1. Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

2. Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

g. Full cooperation.

(1) The Contractor shall, at a minimum-

i. Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

ii. Provide timely and complete responses to Government auditors' and investigators' requests for documents;

iii. Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22

U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

iv. Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

2. The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

i. Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

ii. Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

iii. Restrict the Contractor from-

A. Conducting an internal investigation; or

B. Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

h. Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that-

i. Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

ii. Has an estimated value that exceeds \$500,000.

2. The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

i. To the size and complexity of the contract; and

ii. To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

3. Minimum requirements. The compliance plan must include, at a minimum, the following:

. An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

i. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

iii. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

iv. A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

v. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

4. Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

5. Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

i. It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

ii. After having conducted due diligence, either-

1. To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

2. If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

i. Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

1. Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

2. Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of Clause)

52.222-50 Combating Trafficking in Persons. (MAR 2015) - Alternate I
(MAR 2015)

a. Definitions. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

1. Threats of serious harm to or physical restraint against any person;

2. Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

3. The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means-

1. Any item of supply (including construction material) that is-
 - i. A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - ii. Sold in substantial quantities in the commercial marketplace; and
 - iii. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
2. Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

1. By threats of serious harm to, or physical restraint against, that person or another person;
2. By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
3. By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

1. Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
2. The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means-

1. Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
2. The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

b. Policy.

The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- 1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- 2) Procure commercial sex acts during the period of performance of the contract;
- 3) Use forced labor in the performance of the contract;
- 4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- 5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
6. Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

1. For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
2. For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker

programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

ii. The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

1. Legally permitted to remain in the country of employment and who chooses to do so; or

2. Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

iii. The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

8. Provide or arrange housing that fails to meet the host country housing and safety standards; or

9. If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

c. Contractor requirements.

The Contractor shall-

1. Notify its employees and agents of-

(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

2. Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

d. Notification.

10. The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

i. Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

ii. Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

e. Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

1. Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
2. Requiring the Contractor to terminate a subcontract;
3. Suspension of contract payments until the Contractor has taken appropriate remedial action;
4. Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
5. Declining to exercise available options under the contract;
6. Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
7. Suspension or debarment.

f. Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

1. Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
2. Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

g. Full cooperation.

(1) The Contractor shall, at a minimum-

- i. Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- ii. Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- iii. Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- iv. Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

2. The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

- i. Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- ii. Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

iii. Restrict the Contractor from-

- 1. Conducting an internal investigation; or
- 2. Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

h. Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that-

- i. Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- ii. Has an estimated value that exceeds \$500,000.

2. The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

- i. To the size and complexity of the contract; and
- ii. To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

3. Minimum requirements. The compliance plan must include, at a minimum, the following:

i. An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

ii. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

iii. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

iv. A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

v. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

4. Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

ii. The Contractor shall provide the compliance plan to the Contracting Officer upon request.

5. Certification.

Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

1. It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
2. After having conducted due diligence, either-
 1. To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
 2. If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

i. Subcontracts.

1. The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

1. Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 2. Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of Clause)

A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

The following AIDAR clauses are incorporated by reference:

- 752.201 DEFINITIONS
- 752.202 SOURCE, AND NATIONALITY
- 752.203 LOCAL PROCUREMENT
- 1. WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
- 752.7003 DOCUMENTATION FOR PAYMENT 752.7006
- NOTICES
- 752.7007 MARKING
- 752.7013 CONTRACTOR – MISSION RELATIONSHIP
- 752.7025 APPROVALS
- 752.209-71 ORGANIZATION CONFLICTS OF INTEREST

SECTION C- INSTRUCTIONS TO OFFERORS

Offerors will submit a quotation package which must include all the below components

A) Technical Proposal up to 8 pages

The offeror shall include in the technical portion of the quotation:

- A summary of methodology and approach the offeror will use to provide the required course in accordance with SOW and deliverables.
- A draft agenda for the Career transition program in accordance with SOW and Deliverables.
- Detailed description of expertise of proposed instructor(s) in Career transition training. Resumes of proposed instructors must be included.
- Summary of organizations that the offeror has successfully provided similar services to within the past 3 years. This must include a description of the similar service provided, for at least three (3) contacts, preferably with USG. This information must contain point of contact information at the customer organization that USAID/Pakistan may use to evaluate past performance.

A statement certifying that the offeror understands the requirements of the SOW and Deliverables and is experienced and responsible vendor of such services.

B) Cost Proposal up to 2 pages

Price quotations shall include the hourly rate for the instructor(s); the level of effort in hours for preparation prior to the course, course delivery, and for preparation of post-event report and course evaluation preparation. The price quote should also list separately cost for airfare/accommodations/local transport/meals and incidentals for Islamabad, Pakistan, transport of training materials by express courier, and other miscellaneous costs. Venue costs during the training will be provided separately by the Mission.

All above required documents, technical and cost proposal, should be in separate files/attachment. Technical proposals should not contain elements of financial or cost considerations.

• Minimum Qualifications / Requirements for Consideration

In order to be considered for this award, offerors must meet/exceed all of the below minimum qualifications / requirements for consideration:

- 1) Offeror must submit a complete quotation package in accordance with the requirements stated in SOW and Deliverables
- 2) Offeror must have a history of successfully providing a similar service
- 3) Offeror must be deemed a responsible party

Offerors who do not meet the above minimum requirements, and/or do not submit a completed quotation package will be eliminated from competition.

SECTION D-EVALUATION FACTORS

- I. An technical evaluation committee (TEC) will score the received proposal(s) based on the selection criteria enumerated below. Offeror(s) should note that these criteria serve to: (a) identify the significant matters which offerors should address in its technical proposals and (b) set the standard against which all proposals will be evaluated. The relative importance of each criterion is indicated by percentages.

(i) Vendor's/Offeror's Personnel (30%):

- Level of effort and availability, and soundness of the management plan
- Demonstrated knowledge and experience at providing outplacement services to local nationals with the diversity of skills identified in Section III. Vendor personnel should have clear records of successfully placing clients with internationally known and reputable organizations and companies and have experience in providing online support to individuals.
- Demonstrated skills at designing and presenting group training and individual services in highly interactive modes, coaching and counseling clients and using industry standard instruments for assessing skills and interests, career values, work styles, etc.

(ii) Technical Methodology (40%):

- Understanding and knowledge of local and international employment markets in Pakistan, as well as the US and other countries, and in particular sub-sectors of not for profit /international development, corporate social responsibility programs, financial services, government relations, and related careers.
- Degree of personalization of proposed services
- Variety of proposed services to suit different individuals' needs in Islamabad, Karachi, Lahore, and Peshawar.

(iii) Organizational Past Performance and Experience (30%):

- Past experience in and demonstrated success at providing outplacement services for a diverse local staff having various skills and experience, in particular individuals with skills and experience comparable to those for the employees as described in the attachment, in the public and private sectors in local and international organizations.
- Quality of references for outplacement services provided to similar organizations and staff compositions

II. CAPABILITY STATEMENT

The vendor must also provide a capability statement, as part of their proposal package, clearly demonstrating how the vendor meets the work requirements and evaluation criteria for this statement of work.

III. BASIS FOR AWARD DECISION

An Award decision will be made pursuant to the Contracting Officer's determination of which proposal represents the best value to the U.S. Government. USAID reserves the right to make multiple awards or no awards resulting from this solicitation. "Best Value" is defined as the quotation package that is determined to be the most advantageous to USAID/Pakistan, considering cost and other factors. The below evaluation criteria, when combined, are approximately equal in importance to cost.

- Prices quoted are realistic, fair and reasonable to the US Government.
- Past performance in providing similar services
- Technical ability to provide services as per the SOW and Deliverables.

The Contracting Officer may enter into discussions with the offeror(s) to discuss areas where the proposal could be improved, and costs reduced. The Contracting Officer reserves the right to award without entering into negotiations. The Contracting Officer reserves the right not to award a contract based on this Request for Quotations. Upon successful discussions with the apparently successful vendor, a purchase order will be used to procure the services.